

# GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this 9th day of May, 2023.

## CLIENT

City of Hartford  
19 W Main St. Hartford, MI 49057  
(the "Client")

## CONTRACTOR

Market Van Buren  
32849 Red Arrow Hwy, Ste 100 Paw Paw,  
MI 49079  
(the "Contractor")

## BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

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**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
  - Community and Economic Development.
2. The Services may also include other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

## TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until May 8, 2024, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to May 8, 2024, that Party will be required to provide 30 days' written notice to the other Party.

## PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## CURRENCY

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## COMPENSATION

7. The Contractor will charge the Client a flat fee of \$3,201.38 for the Services (the "Compensation").
8. The Contractor will invoice the Client:
  - prior to the City Council meeting on 5/9/2023.
9. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
10. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to retain payment of the Compensation provided that there has been no breach of contract on the part of the Contractor.
11. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

## TRADE SECRETS

12. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
13. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

## OWNERSHIP OF INTELLECTUAL PROPERTY

14. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor, unless otherwise specified and agreed to by both parties. The Client is granted a non-exclusive limited-use license of this Intellectual Property unless otherwise specified in writing and agreed to by both parties.

15. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor unless otherwise specified in writing and agreed to by both parties.

### **RETURN OF PROPERTY**

16. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

### **CAPACITY//INDEPENDENT CONTRACTOR**

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

### **RIGHT OF SUBSTITUTION**

18. Except as otherwise provided in this Agreement, the Contractor may not, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement without the written consent of the Client.

The Client may hire or engage a third party to assist with the provision of the Services.

19. In the event that the Contractor hires a sub-contractor:
- the Contractor will be solely responsible for paying the sub-contractor for their services .
  - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

### **AUTONOMY**

20. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

### **EQUIPMENT**

21. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and

any other items or parts necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

**22.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

**23.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- City of Hartford  
19 W Main St. Hartford, MI 49057
  
- Market Van Buren  
32849 Red Arrow Hwy, Ste 100 Paw Paw, MI 49079

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## **INDEMNIFICATION**

**24.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **MODIFICATION OF AGREEMENT**

**25.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **TIME OF THE ESSENCE**

**26.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**ASSIGNMENT**

27. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**ENTIRE AGREEMENT**

28. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**ENUREMENT**

29. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**TITLES/HEADINGS**

30. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**GENDER**

31. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**GOVERNING LAW**

32. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

**SEVERABILITY**

33. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

34. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
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**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 8th day of May, 2023.

\_\_\_\_\_  
WITNESS: \_\_\_\_\_

City of Hartford  
Per: \_\_\_\_\_ (Seal)  
Officer's Name: \_\_\_\_\_

\_\_\_\_\_  
WITNESS: \_\_\_\_\_

Market Van Buren  
Per: \_\_\_\_\_ (Seal)  
Officer's Name: \_\_\_\_\_